

CIVIL COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
OLADISI SALIS

The Plaintiff

INDEX NO: 024898 / 2007
SUMMONS

The Plaintiff designates New York County as the
place of trial.

-against-

The Plaintiff operates business at 42 Broadway Rm.
1133, New York, NY 10004.

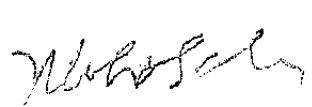
American Export Lines
Hoegh Autoliners Inc

The Defendant(s)
-----X

YOU ARE HEREBY SUMMONED to appear in the Civil Court of The State of New York at the office of the clerk of the said Court at 111 Centre Street, New York, NY 10013, in the City and State of New York within the time provided by law as noted below and to file your answer to the annexed complaint with the Clerk; upon your failure to answer, judgment will be taken against you for the sum of \$25,000 with interest thereon from the 19th day of May 2006 together with the cost of this action.

Dated: New York, New York

18 day of May 2007


Owolabi Salis
Salis and Associates, P.C.
42 Broadway Rm. 1133
New York, NY 10004.
212-655-5749

To:

2007 JUN 22 PM 4:20
AMERICAN EXPRESS
2007 JUN 22 PM 4:20

1. American Export Lines, 169 Frelinghuysen Ave, Newark, NJ 07114
2. Hoegh Autoliners Inc, 3001 Childs Street, Baltimore, MD 21226.

NOTE: The law provides that:

- a. If this summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such services; or
- b. If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.
- c. TAKE NOTICE that the nature of this action is to recover fees for breach of contract.
- d. The relief sought contract fees and money damages in the sum of \$25,000.00
- e. Upon failure to appear, judgment will be taken against you by default for the sum \$25,000 with interest from 19th day of May, 2006 and costs of this action.

CIVIL COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

OLABISI SALIS

The Plaintiff

INDEX NO: _____
COMPLAINT

Against-

American Export Lines
Hogeh Autoliners Inc

The Defendant(s)

1. The Plaintiff is in the business of buying and selling vehicles including campers and operates through the State of New York.
2. The first defendant is upon information and belief a shipping agency based in the State of New Jersey and enjoys customer base from the State of New York.
3. The second defendant is upon information and belief in the business of shipping automobiles internationally including shipping to Africa and maintains an office or agency in the State of New York.
4. Sometimes about April 2006, the plaintiff acting through his representative in the State of New York approached the first defendant if he could arrange the shipping of 2 campers or travel trailers (one for 2005 and the other for 2006), to Lagos, Nigeria and what documents will be needed for the shipping.
5. The first defendant informed the representative of the plaintiff that he will need to inquire from the second defendant and after the inquiry the first defendant gave a yes answer and requested the description and identification of the vehicle, the consignor and consignee information and the measurement.
6. The representative of the plaintiff had relied on the shipping expertise of the first defendant in making the decision whether or not to buy the 2 campers.
7. Prior to asking the first defendant, the plaintiff acting through his representative had been negotiating the purchase of the campers from the seller.

8. The 2 campers were subsequently bought based on the shipping advice of the first defendant.
9. On or about May 16, 2006, the campers were shipped to Lagos and the bill of lading was issued by the second defendant.
10. The campers arrived a few weeks later and one of the campers manufactured in 2005 was delivered to the plaintiff while the one manufactured in 2006 was not delivered.
11. Upon inquiry from the first defendant, it was learnt that the 2006 camper was sent to Durban, South Africa because of lack of Form M.
12. Prior to and at the time of shipping, the defendants did not request for Form M from the representative of the plaintiff.
13. Sometimes in February 2007, the plaintiff found out through an independent source that the 2006 camper was shipped from Durban, South Africa to Lagos.
14. The representative of the plaintiff immediately called the first defendant and the first defendant advised the representative of the plaintiff to call one Maxy Chukwuorah in Lagos as the agent in charge.
15. The representative of the plaintiff called Maxy Chukwuorah who told the representative of the plaintiff that the plaintiff will need to pay about \$7000 extra charges before the camper can be released by the second defendant.
16. Maxy Chukwuorah told the payment is to cover the cost of reshipping the camper from Durban, South Africa to Lagos.
17. The representative of the plaintiff acting for the plaintiff refused to pay because it is not the fault of the plaintiff or the representative of the plaintiff that the camper was not delivered in Lagos in the first place.
18. The second defendant has continued to refuse the release of the 2006 camper which has now incurred excessive storage charges and exposed to possibility of being vandalized or damaged.
19. The defendants have continued to refuse the release of the 2006 camper.
20. By reason of the facts and circumstances stated above, the defendants owed the plaintiff the duty to offer proper services to the plaintiff and to release the goods.

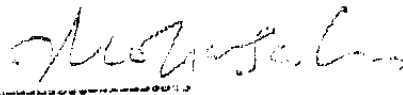
to the consignee and inform the consignee as soon as the goods arrived the destination.

21. By reason of the facts and circumstances stated above, the defendants breached this duty stated in the above paragraph.
22. By reason of the facts and circumstances stated above, the plaintiff has been damaged by the defendants in the sum of \$25,000

WHEREFORE, the plaintiff demands judgment against the defendants in the sum of \$25,000 plus interest from May 19, 2006, costs and disbursements and or the Plaintiff further respectfully request this court to order the Defendants to release the 2006 camper to the Plaintiff and be responsible for the excessive storage charges and any damage to the 2006 camper and or loss of the camper and for such further order that the Court seems fit and proper.

Dated: New York, New York

18 day of May 2007


Owehaki Sallis, esq.,
Sallis and Associates, P.C.
42 Broadway, Rm. 1133
New York, NY 10004
212-656-5749

VERIFICATION

Owolabi Salis, being duly sworn, states that he is the attorney for plaintiff in this action and that the foregoing complaints is true to his own knowledge, except as to matters therein stated on information and belief and as those matters he believes it to be true; that the grounds of his belief as to all matters not stated upon his knowledge are correspondence and other writings furnished to him by plaintiff; and that the reason why verification is not made by plaintiff is that plaintiff is currently out of New York county.

Owolabi Salis
Owolabi Salis, esq.,
Salis and Associates, P.C.
42 Broadway, Rm. 1133
New York, NY 10004
212-655-5749

Dated: this 18 day of May 2007

Before me, 5/18/07

NOTARY PUBLIC

Shantilal P. Bernal
SHANTILAL P. BERNAL
Notary Public, State of New York
No. 013E8021881
Qualified in Queens County
Commission Expires December 20, 2008